



***ROANOKE CITY COUNCIL
ROANOKE REDEVELOPMENT AND HOUSING
AUTHORITY BOARD OF COMMISSIONERS
JOINT MEETING***

***OCTOBER 7, 2004
12:00 NOON***

***EMERGENCY OPERATIONS CENTER
CONFERENCE ROOM
ROOM 159***

AGENDA

- A. CALL TO ORDER.**
- B. ROLL CALL:** Council/Roanoke Redevelopment and Housing Authority.
- C. WELCOME:** Vice-Mayor Beverly T. Fitzpatrick, Jr.
- D. INVOCATION AND LUNCH.**

E. OPENING REMARKS:

Beverly T. Fitzpatrick, Jr., Vice-Mayor
Ben J. Fink, Chair

F. DISCUSSION ITEMS:

1. Overview of the Henry Street Program (TAP, Dumas, Higher Education Center and the Culinary Institute).

G. OTHER BUSINESS:

A communication from Vice-Mayor Beverly T. Fitzpatrick, Jr., requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, and to interview applicants for vacancies on the Roanoke Redevelopment and Housing Authority and the Architectural Review Board, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

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THE COUNCIL MEETING WILL BE DECLARED IN RECESS TO BE RECONVENED AT 2:00 P.M., IN THE CITY COUNCIL CHAMBER.



***ROANOKE CITY COUNCIL
REGULAR SESSION***

***OCTOBER 7, 2004
2:00 P.M.***

***CITY COUNCIL CHAMBER
AGENDA***

1. Call to Order--Roll Call.

The Invocation will be delivered by Council Member Alfred T. Dowe, Jr.

The Pledge of Allegiance to the Flag of the United States of America will be led by Vice-Mayor Beverly T. Fitzpatrick, Jr.

Welcome. Vice-Mayor Fitzpatrick.

NOTICE:

Today's Council meeting will be replayed on Channel 3 on Thursday, October 7, 2004, at 7:00 p.m., and Saturday, October 9, 2004, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT WWW.ROANOKEGOV.COM, TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Proclamation declaring October 2004, as National Disability Employment Awareness Month.

P 10

Proclamation declaring October 3 – 9, 2004, as Mental Illness Awareness Week.

P 11

Proclamation declaring October 3 – 9, 2004, as Fire Prevention Week.

P 12

3.

CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1 Qualification of the following persons:

William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; Mary F. Parker, City Clerk; and Troy A. Harmon, Municipal Auditor, for two year terms of office, commencing October 1, 2004, and ending September 30, 2006;

Roger B. Holnback as a member of the Parks and Recreation Advisory Board, for a term ending March 31, 2007;

Edwin L. Noell as a member of the Board of Fire Appeals, for a term ending June 30, 2008;

Althea L. Pilkington as a member of the Roanoke Neighborhood Advocates, to fill the unexpired term of Joseph A. Schupp, resigned, ending June 30, 2006; and

Anita M. Powell as a Commissioner of the Roanoke Redevelopment and Housing Authority, for a term ending August 31, 2008.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

4. PUBLIC HEARINGS: NONE.

5. PETITIONS AND COMMUNICATIONS: NONE.

6. REPORTS OF OFFICERS:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

1. Execution of a Subgrant Agreement with the Blue Ridge Housing Development Corporation, Inc., to conduct 2004–2005 housing activities using CDBG and HOME Investment Partnership Program funds, in the amount of \$513,147.00.

P 13;
R 37

2. Authorization to continue services of the Eligibility Worker stationed at the Health Department; and appropriation of funds.

P 38;
B/O 46;
R 47

3. Acceptance of certain grant funds from the Virginia Department of Motor Vehicles, in the amount of \$20,000.00; and appropriation of funds.

P 49;
B/O 51;
R 52

4. Confirmation of the City Manager's action declaring a local flood emergency commencing on September 28, 2004.

P 53;
R 55

b. DIRECTOR OF FINANCE:

1. Financial report for the month of August, 2004.

P 57

7. REPORTS OF COMMITTEES: NONE.

8. UNFINISHED BUSINESS: NONE.

9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

- a. A resolution authorizing issuance of not to exceed \$1,300,000.00 General Obligation School Bonds of the City of Roanoke, Virginia, to finance capital improvements at Lincoln Terrace Elementary School. (Public hearing was held on Tuesday, September 7, 2004.)

P 65; R 66

10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Vice-Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

11. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

12. CITY MANAGER COMMENTS:

CERTIFICATION OF CLOSED SESSION.

THE COUNCIL MEETING WILL BE DECLARED IN RECESS UNTIL WEDNESDAY, OCTOBER 13, 2004, AT 12:00 NOON AT THE SALEM CIVIC CENTER, PARLOR C, 1001 BOULEVARD, SALEM, VIRGINIA, FOR THE REGIONAL LEADERSHIP SUMMIT WITH THE GENERAL ASSEMBLY REPRESENTATIVES TO DISCUSS KEY LEGISLATIVE ISSUES.

**MOTION AND CERTIFICATION
WITH RESPECT TO
CLOSED MEETING**

FORM OF MOTION:

I move, with respect to any Closed Meeting just concluded, that each member of City Council in attendance certify to the best of his or her knowledge that (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by the members of Council in attendance.

PLEASE NOTE:

1. The forgoing motion shall be made in open session at the conclusion of each Closed Meeting.
2. Roll call vote included in Council's minutes is required.
3. Any member who believes there was a departure from the requirements of subdivisions (1) and (2) of the motion shall state prior to the vote the substance of the departure that, in his or her judgement, has taken place. The statement shall be recorded in the minutes of City Council.



C. NELSON HARRIS
Mayor

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

Council Members:
M. Rupert Cutler
Alfred T. Dowe, Jr.
Beverly T. Fitzpatrick, Jr.
Sherman P. Lea
Brenda L. McDaniel
Brian J. Wishneff

October 7, 2004

The Honorable Members
of the Roanoke City Council
Roanoke, Virginia

Dear Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

A handwritten signature in black ink, reading "Beverly T. Fitzpatrick, Jr." The signature is written in a cursive, flowing style.

Beverly T. Fitzpatrick, Jr.
Vice-Mayor

BTFjr:snh

Office of the Mayor

CITY OF  ROANOKE

Proclamation

WHEREAS, to recognize the contributions of Americans with disabilities and to encourage all citizens to help ensure full inclusion in the workforce, the United States Congress, in 1945, designated October of each year as **NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**; and

WHEREAS, community leaders, businesses and vocational rehabilitation partners have organized activities nationwide to increase public awareness about disability issues and to continue their work to break down barriers that people with disabilities face on a daily basis, while upholding the fundamental commitment to justice and equality for all people; and

WHEREAS, the Mayor's Committee for People with Disabilities is a volunteer group of citizens and business leaders, with and without disabilities, from the City of Roanoke, Roanoke County, the City of Salem and the Town of Vinton; and

WHEREAS, the Mayor's Committee for People with Disabilities, Blue Ridge Independent Living Center, Didlake, Inc., Goodwill Industries of the Valleys, Greater Roanoke Transit Company (Valley Metro), Social Security Administration, Unified Human Transportation Services, Inc. (RADAR), United States Forest Service Seniors Community Service Employment Program, Virginia Department for Blind and Visually Impaired, Virginia Department of Rehabilitative Services, Virginia Employment Commission, Workforce Development Center and other members of the Mayor's Committee for People with Disabilities are working together to improve the physical, psychological, social, and spiritual well-being of persons with disabilities in the Roanoke Valley, and to educate the public about available resources to enable citizens with disabilities to make the most of their potential; and

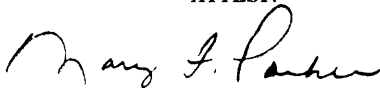
WHEREAS, these groups, in conjunction with other Roanoke Valley organizations, are working together to recognize the value of employees with disabilities and their employers through special programs and activities throughout the year.

NOW, THEREFORE, I, Beverly T. Fitzpatrick, Jr., on behalf of C. Nelson Harris, Mayor of the City of Roanoke, Virginia, do hereby proclaim October 2004, throughout this great All-America City, as

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH.

Given under our hands and the Seal of the City of Roanoke this seventh day of October in the year two thousand and four.

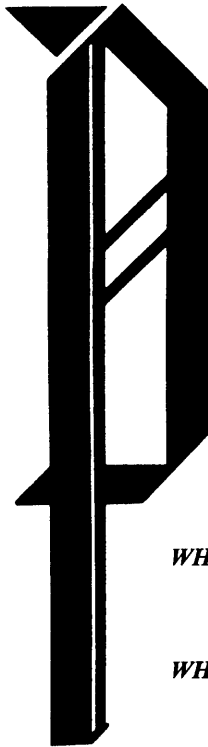
ATTEST:



Mary F. Parker
City Clerk



Beverly T. Fitzpatrick, Jr.
Vice-Mayor



Office of the Mayor

CITY OF



ROANOKE

Proclamation

WHEREAS every individual, family and community should understand that mental health is an essential part of overall health, and suicide prevention can be reduced by removing the stigma of seeking care; and

WHEREAS, it is essential to eliminate disparities in mental health by promoting well-being for all citizens, regardless of race, ethnicity, language, place of residence or age, and ensure equity of access, delivery of services, culturally competent care to all and improvement of outcomes through public and private partnerships; and

WHEREAS, consumers and families need the necessary information and the opportunity to exercise choice over care decisions, including individualized plans of care, expanded organizational employment support, enhanced rights protection, better criminal and juvenile justice diversion, re-entry programs and improved access to housing; and

WHEREAS, every individual should have the opportunity for early and appropriate mental health screening, assessment and referral to treatment; and

WHEREAS, adults and children with mental illness deserve ready access to evidence-based best treatments, services and support leading to recovery; and

WHEREAS, the mental health system is responsible for providing consumers, providers and the public with quality, accessible and accountable information, while supporting improved care and information dissemination.

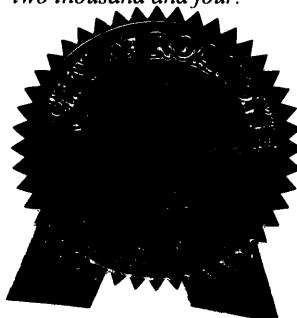
NOW, THEREFORE, I, Beverly T. Fitzpatrick, Jr., on behalf of C. Nelson Harris, Mayor of the City of Roanoke, Virginia, in order to increase public awareness of severe mental illness and to promote greater understanding for those who suffer from the potentially disabling symptoms of these disorders, do hereby proclaim October 3 - 9, 2004, throughout this great All-America City, as

MENTAL ILLNESS AWARENESS WEEK.

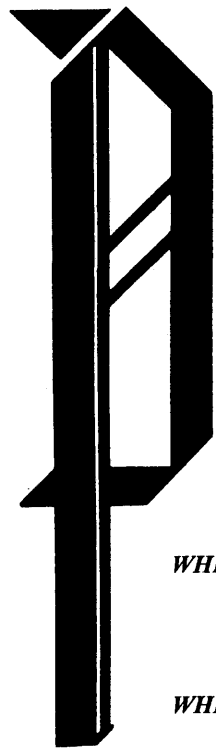
Given under our hands and the Seal of the City of Roanoke this seventh day of October in the year two thousand and four.

ATTEST

Mary F. Parker
City Clerk



Beverly T. Fitzpatrick, Jr.
Vice-Mayor



Office of the Mayor

CITY OF  ROANOKE

Proclamation

WHEREAS, *Virginia fire departments respond to more than 25,000 fires a year; home fires claimed more than 2,600 lives in the United States in 2002, more than all other natural disasters combined; and 79 per cent of fire deaths nationwide happen in the home; and*

WHEREAS, *the City of Roanoke recognizes the significant personal and economic toll that fire takes on its citizens; and*

WHEREAS, *the City of Roanoke understands that safety measures can significantly cut the risk of fire; a fire can spread rapidly and a quick escape from the home increases the chances of survival; and*

WHEREAS, *smoke alarms have been proven as an effective life-saver, having helped to cut the home fire death rate by one half since introduction to the general public; and*

WHEREAS, *the City of Roanoke joins with the National Fire Protection Association (NFPA) in reaching out with a message for all citizens of Virginia in commemoration of national safety support by fire departments, schools and other public safety advocates; and*

WHEREAS, *"It's Fire Prevention Week: Test Your Smoke Alarms," is an important reminder for all citizens during Fire Prevention Week 2004.*

NOW, THEREFORE, I, Beverly T. Fitzpatrick, Jr., on behalf of C. Nelson Harris, Mayor of the City of Roanoke, Virginia, urge all citizens to install and maintain smoke alarms, and do hereby proclaim the week of October 3 - 9, 2004, throughout this great All-America City, as

FIRE PREVENTION WEEK.

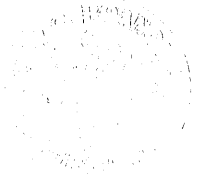
Given under our hands and the Seal of the City of Roanoke this seventh day of October in the year two thousand and four.

ATTEST:

Mary F. Parker
City Clerk



Beverly T. Fitzpatrick, Jr.
Vice-Mayor



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

October 7, 2004

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: 2004-2005 CDBG/HOME-
funded Agreement with the
Blue Ridge Housing
Development Corp.

Background:

Since 1996, Blue Ridge Housing Development Corp. (BRHDC) has successfully conducted housing programs for the City using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. On May 13, 2004, City Council authorized the BRHDC's 2004-2005 CDBG and HOME activities and funding by Resolution No. 36695-051304, which approved the City's 2004-2005 Annual Update to the Consolidated Plan for submission to the U.S. Department of Housing and Urban Development. City Council accepted the 2004-2005 CDBG and HOME funds on June 21, 2004, by Budget Ordinance No. 36719-062104 and Resolution No. 36720-062104, pending approval from HUD. The grant agreements with HUD have since been signed.

Considerations:

In order that BRHDC may conduct its approved 2004-2005 housing activities, City Council's authorization to execute a subgrant agreement with the BRHDC is needed. Necessary CDBG and HOME funding is available in the accounts listed in Attachment A of the draft Agreement, which is included with this

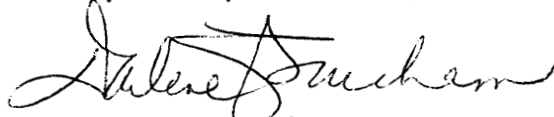
The Honorable Mayor and Members of Council
October 7, 2004
Page 2

report. A total of \$513,147.00 is being provided to the BRHDC under this agreement for new homeownership activities.

Recommended Action:

Authorize the City Manager to execute the 2004-2005 CDBG/HOME subgrant Agreement with the BRHDC, similar in form and content to the draft attached to this report, and approved as to form by the City Attorney.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Darlene L. Burcham".

Darlene L. Burcham
City Manager

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Frank E. Baratta, Budget Team Leader

CM04-00171

AGREEMENT

This Agreement is made and entered into this first day of July, 2004, by and between the following parties:

The Grantee

City of Roanoke, Virginia
215 Church Avenue, S.W.
Roanoke, Virginia 24011

The Subgrantee

Blue Ridge Housing
Development Corporation, Inc.
510 11th Street, N.W.
Roanoke, Virginia 24017

WITNESSETH:

WHEREAS, by Resolution No. 36695-051304, the Roanoke City Council approved the 2004/2005 Annual Update to the Consolidated Plan for submission to the U.S Department of Housing and Urban Development (HUD), including the Subgrantee's 2004/2005 activities to be assisted with Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds; and

WHEREAS, by Resolution No. 36720-062104 and by Ordinance No. 36719-062104, the Roanoke City Council accepted and appropriated the 2004/2005 CDBG and HOME funds; and

WHEREAS, by Resolution No. ____-100704, Roanoke City Council approved the execution of a subgrant agreement between the Grantee and the Subgrantee;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- a. General -- The services to be performed by the Subgrantee under this Agreement shall have as their purpose the construction and/or rehabilitation housing to benefit eligible homebuyers or homeowners, as described below. This general scope of services shall be accomplished through a combination of CDBG and HOME funding provided by the Grantee and other funds secured by the Subgrantee.

The Subgrantee shall administer the housing programs briefly described below in accordance with guidelines developed by the Subgrantee in consultation with and acceptable to the Grantee, and incorporated herein by reference. These guidelines may be modified by mutual agreement of the Grantee and the Subgrantee.

General responsibilities of the Subgrantee shall include: marketing and outreach; receiving and processing applications, including packaging loan applications for supplemental funding sources; overseeing construction/rehabilitation work; holding deeds of trust, covenants and/or homeowner grant agreements (specific to this Agreement); monitoring completed projects; and such other services as may be appropriate to comply with applicable federal regulations.

The Subgrantee shall provide all personnel required to perform the services under this Agreement, within the limits of funding provided. Such personnel shall not be employees of or have any contractual relationship with the Grantee. All of the services required hereunder will be performed by the Subgrantee or under its supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

- b. Project GOLD (“Gainsboro Opportunities Leveraging Development”) -- In a manner consistent with the Gainsboro Neighborhood Plan, and in coordination with the Roanoke Redevelopment and Housing Authority, the Subgrantee shall conduct housing enhancement activities in the Gainsboro neighborhood of the City. This may include new homeownership activities such as the construction of new infill housing or the rehabilitation of existing vacant properties for resale to eligible homebuyers and homeownership education activities. Activities may also include property acquisition and the installation of infrastructure related to the housing being assisted. Other housing assistance not associated with these new homeownership activities, such as the rehabilitation of existing owner-occupied or rental housing, shall be undertaken only upon the Grantee’s written authorization. The CDBG and HOME funds provided by the Grantee under this Agreement for these activities may be used for development subsidies or offered as direct financial assistance to eligible individuals in such form or forms (e.g. grants, active or deferred loans, or other allowable forms of assistance) as are mutually agreeable to the Grantee and the Subgrantee, and may be combined with financing provided by other public or private agencies or institutions. All units assisted with HOME funds shall conform to standard HOME project set-up procedures and documentation. In conducting its housing activities, the Subgrantee shall endeavor to keep the Gainsboro Steering Committee informed of its plans and progress, and consider the advice and assistance of the Committee regarding project implementation.

Performance Factors: The Grantee has estimated from the average cost and leveraging data supplied by the Subgrantee that as many as ___ units could be assisted with the project funds made available under this Agreement for this activity. It shall be the goal for this activity that at least ___% of the project funds be committed by the Subgrantee within the period of this Agreement to specific properties or units through homeowner or homebuyer agreements, acquisition settlements, agreements with contractors or other such commitments.

- c. Downpayment and Closing Cost Assistance – CDBG funds to assist eligible buyers with the downpayment and closing costs associated with purchasing houses developed by the Subgrantee through Project GOLD are available to the Subgrantee for the Gainsboro neighborhood under a separate agreement known as “Connect Four, Phase II” (“Southeast By Design”). Pursuant to the CDBG regulations, these funds may be used to pay for up to 50% of any required downpayment and for reasonable closing costs. Upon the end date of the “Connect Four, Phase II” agreement, any downpayment and closing cost funding remaining unexpended and uncommitted may be incorporated into this Agreement through a contract amendment. CDBG funds used this purpose do not affect the provisions of any covenants that may be required due to investment of HOME funds in a property.
- d. Demolition Fund – In coordination with the Grantee’s Code Compliance office and appropriate neighborhood organizations, the Subgrantee shall identify, acquire and demolish deteriorated housing that is contributing to blight in the City. For a period not to exceed two (2) years, the property may be “banked” while an appropriate disposition plan for the property is developed. Subject to the Grantee’s approval, such disposition plan may entail the Subgrantee’s development of the property or

transfer of the property to a third party with the demonstrated capability to undertake the development. All such properties assisted under this activity, whether directly by the Subgrantee or indirectly, through the efforts of third parties, shall result in affordable single-family housing to be sold to low- or moderate-income families that shall use the housing as their principal dwelling. Agreements with third parties shall incorporate all requirements of this Agreement and shall be subject to the approval of the Grantee.

Performance Factors: The Grantee has estimated from its own demolition experience that as many as 3 houses could be acquired and demolished with the project funds made available under this Agreement for this activity. It shall be the goal for this activity that all demolition project funds be committed by the Subgrantee within the period of this Agreement to specific properties through contracts for sale with homeowners and contracts with demolition contractors. Within two years of the acquisition of a property, the Subgrantee will submit for the Grantee's approval a disposition plan for each such property and will initiate each approved plan.

- e. Contractor Procurement -- In procuring outside contractors or subcontractors for needed rehabilitation or new construction services, the Subgrantee shall do so in a manner that promotes free and open competition and ensures that all such entities comply with applicable HUD regulations, including those relating to lead-based paint.
- f. Eligible Homebuyer/Homeowner -- Except as otherwise provided, for the purposes of this Agreement, "eligible homebuyer/homeowner" shall mean a family whose income, adjusted for family size, does not exceed 80% of the area median income established by HUD and in effect at the time the family applies for assistance. In the case of homeownership assistance, the eligible family must be purchasing the home for use as its principal residence. The Subgrantee shall prepare, and retain with records of the project, documentation of its determination of each eligible family's size and income. Such documentation shall include the name, age, and the sources and estimated amount of income anticipated for the succeeding twelve months for each individual related by birth, marriage or adoption living in the same household at the time of the determination. (Note: In the event that any rental rehabilitation activities are approved, all tenants shall be eligible families and rents shall be controlled through covenants or other deed restrictions conforming to the HOME regulations.)
- g. Allowable Expenditures -- CDBG funds provided by the Grantee under this Agreement shall be used by the Subgrantee solely for the costs associated with rehabilitation of existing housing; HOME funds may be used for new construction and/or rehabilitation in accordance with HOME affordability requirements. Subject to these general limitations, funds under this Agreement may be expended for any necessary, reasonable and allowable CDBG or HOME costs, including, but not necessarily limited to, property acquisition, construction labor and materials, including the costs of related infrastructure, title and recording, counsel's fees, property appraisal, surveying, taxes, or extermination and inspection. Absent prior approval of the Grantee's Department of Management and Budget, the Subgrantee shall not use funds provided under this Agreement to acquire (1) any nonexpendable personal property, including equipment, (2) any real property at a price exceeding the value determined through appraisal, city assessment or other appropriate method or (3) acquire any property that is or would be occupied by legal tenants after the initial acquisition contact with the owner. Under no circumstances shall funds be expended for liens, fines or penalties associated with any property acquired or to be acquired. The maximum amount of HOME funds which may be expended to assist a unit shall comply with the limits specified in section 11.a. below.

- h. Period of this Agreement -- This Agreement shall be effective as of July 1, 2004, and, unless amended, shall end June 30, 2005.
- i. Budget -- CDBG and HOME funds provided by the Grantee under this Agreement shall be as detailed in Attachment A. The Subgrantee shall not, without prior written approval from the Grantee, exceed the total funding allocated to an account nor the amount allocated to a category (i.e. "project"; "support"; "administration") within an account. Further, any amounts designated to support HOME activities shall be expended solely for this purpose. At the sole discretion of the Grantee, any funds remaining unexpended as of the end date of this Agreement may be deobligated from the Agreement and made available for other CDBG or HOME projects, as appropriate. The commitment of funds by the Grantee to this Agreement shall not be construed as a commitment by the Grantee to provide further funding to this project.
- j. HOME Match -- HOME funds must be matched in accordance with the requirements of 24 CFR 92.218 through 92.222. The Grantee shall be responsible for identifying and ensuring crediting of matching funds required pursuant to this Agreement. To assist the Grantee in meeting the requirement, the Subgrantee shall report regularly to the Grantee all activities which may be credited as HOME match.

2. **REQUESTS FOR DISBURSEMENTS OF FUNDS:**

- a. Disbursements under this Agreement shall not be requested until the funds are needed for payment of eligible costs. The amount of each disbursement request must be limited to the amount needed.
- b. Requests for disbursement of funds shall be submitted to the Grantee's Project Manager, if any, or Department of Management and Budget and shall include copies of invoices or other appropriate documentation from contractors or other entities for work performed or costs incurred. In the case of property acquisitions, requests shall include settlement statements and property appraisal or assessment documentation. The use of standard American Institute of Architects (AIA) forms is preferred for requesting disbursement of funds for construction costs. Upon approval of the request by the Project Manager and/or Department of Management and Budget, the Grantee shall disburse the funds to the Subgrantee. Approval of disbursement requests will be subject to timely receipt of monthly Subgrantee reports (see section 8 below).
- c. All requests for disbursements with respect to costs incurred during the period of this Agreement, as set forth in section 1.h., must be received by the Grantee within 30 calendar days of the ending date of this Agreement. The Grantee shall not be bound to honor requests for disbursements received after this 30-day period has elapsed.

3. **PROGRAM INCOME AND REPAYMENTS:**

- a. Payment of Proceeds from Sale:
 - (1) Upon the sale of a property assisted with CDBG and/or HOME funds under this Agreement, gross proceeds shall be distributed as follows: first, outstanding loans from private lending institutions shall be repaid; second, the Subgrantee shall recover its funds invested in the project. Thereafter,

the Grantee will share in any proceeds remaining. The Grantee's share will be equal to the percentage of the total cost to develop, construct and sell the property which has been paid for by the CDBG and/or HOME funds provided under this Agreement. Should the gross proceeds be insufficient to allow the Subgrantee to recover its invested funds, the Grantee shall not be liable for the insufficiency.

(2) In the event a property is assisted by both CDBG and HOME funds provided under this Agreement, the Grantee's share referenced in subsection (1) above shall be distributed to CDBG program income or HOME program income according to the percentage each source is of the total CDBG and HOME funds contributed to the property.

b. All program income, repayments, interest, and Grantee shares of proceeds or other returns on the investment of CDBG and/or HOME funds shall be submitted to the Grantee by the Subgrantee on or before the fifteenth of the month following collection.

4. **AFFORDABILITY:**

a. The Subgrantee shall ensure that properties assisted with HOME funds under this Agreement comply with the affordability requirements at 24 CFR 92.252 and 92.254, as applicable, including, but not limited to, the following:

(1) With respect to rental units constructed or rehabilitated, for up to 20 years, as applicable, affordability provisions will be enforced deed restrictions, covenants running with the land or other instruments;

(2) With respect to owner-occupied units, the after-rehabilitation value of the property shall not exceed the Section 203(b) limits promulgated by HUD.

(3) With respect to housing newly constructed or rehabilitated for sale:

(a) Buyers of the properties shall be eligible families, as described in section 1.f. above;

(b) Neither the value nor the sale price of the housing shall exceed the Section 203(b) limits promulgated by HUD; and

(c) For up to 15 years, depending on the amount and form of HOME and/or HOME/CHDO assistance provided, either resale restrictions or repayment (recapture) requirements will be imposed on the buyer. These provisions shall be enforced by a written covenant declared by the Subgrantee and recorded with the property deed. The covenant shall provide that the Grantee be notified of any pending sale or transfer of the property during the applicable period of affordability. If affordability provisions are not met upon sale or transfer of the property, up to the full HOME investment, as applicable, shall be repaid to the Grantee.

(4) All covenants or other instruments shall be approved as to form by the Grantee.

b. The Subgrantee shall monitor all HOME-assisted properties to ensure maintenance of their affordability for the minimum period. This Subgrantee responsibility shall continue so long as this

Agreement or any other CDBG- or HOME-funded Agreement with the Grantee remains in effect.

5. **ENFORCEMENT OF THE AGREEMENT:**

- a. In the event the Subgrantee materially fails to comply with any term of the agreement, the Grantee may suspend or terminate, in whole or in part, this Agreement or take other remedial action in accordance with 24 CFR 85.43. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- b. In the event the Subgrantee, without prior written approval from the Grantee's Department of Management and Budget, terminates the project prior to completing all units for which HOME funds have been disbursed, the Subgrantee shall be liable for repayment of all HOME project, administrative or operating funds disbursements, whether or not expended.

6. **REVERSION OF ASSETS:**

- a. Upon expiration or termination of this Agreement, including any amendments thereto, the Subgrantee shall transfer to the Grantee any CDBG or HOME funds or CDBG or HOME Program Income on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG or HOME funds.
- b. Any real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:
 - (1) Shall continue for a period of not less than five years following expiration of this Agreement, including any amendments thereto, to be used to meet one of the CDBG national objectives cited in 24 CFR 570.208; or
 - (2) If the property is not used in accordance with paragraph (1) above, the Subgrantee shall pay the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment shall be considered Program Income to the Grantee.

7. **RECORDS REQUIREMENTS:**

- a. Records to be maintained -- At a minimum, the Subgrantee shall maintain financial and project documents and records which comply with the requirements of 24 CFR 92.508, 570.506, and 570.507, as applicable.
- b. Period of record retention -- In compliance with the requirements of 24 CFR 92.508(c) and 570.502(b), the Subgrantee shall retain financial and project documents and records pertaining to this Agreement for a period of four (4) or five (5) years, as applicable, or the conclusion of any legal or administrative process requiring their use, whichever is later.
- c. Access to records -- The Grantee and other entities shall have access to financial and project documents and records pertaining to this Agreement in compliance with the applicable requirements of 24 CFR 84.53 and 92.508(d).

8. **REPORTING REQUIREMENTS:**

- a. By the 7th working day following the end of each month, the Subgrantee shall report the progress of activities covered by this Agreement, in a format acceptable to the Grantee's Department of Management and Budget. Such monthly reports shall include, but not be limited to, the following:
- (1) A narrative section summarizing progress to-date on each program under the Scope of Services, including affirmative marketing activities and the status of disposition plans being developed for properties purchased under the Demolition Fund activity, and describing, with supporting documents, as appropriate, any matching to be contributed by the Subgrantee;
 - (2) Certifications regarding debarment and suspension of contractors, as described in section 11.j. ;
 - (3) A list of monthly gross program income receipts from all sources;
 - (4) A list of any real or non-expendable personal property, including equipment, purchased with CDBG and/or HOME funds;
 - (5) A table for each program providing data on each housing unit and eligible household assisted (see Attachment B for minimum data elements to be reported); and
 - (6) A table providing demographic data on the households assisted (see Attachment C for the Grantee's standard format)
- b. The Subgrantee agrees to submit any other reports or documentation as requested by the Grantee concerning activities covered under this agreement.

9. **MONITORING:**

The Subgrantee shall monitor the progress of the project(s) covered by this Agreement, and shall submit appropriate reports to the Grantee's Department of Management and Budget. In addition, it is the Grantee's intention to monitor the Subgrantee's performance and financial and programmatic compliance, which may include on-site reviews, at least once during the period of this Agreement.

10. **ANNUAL AUDIT:**

As an entity receiving more than \$300,000 in federal funding from the Grantee, the Subgrantee shall provide for an annual independent audit of the CDBG/HOME expenditures under this Agreement which complies with OMB Circular A-133. Within 30 days following its completion, two (2) copies of the audit will be provided to the Grantee's Department of Management and Budget.

11. **OTHER PROGRAM/PROJECT REQUIREMENTS:**

In addition to other requirements set forth herein, the Subgrantee shall likewise comply with the applicable provisions of Subparts F and H of 24 CFR part 92 and Subpart K of 24 CFR 570, in accordance with the type of project assisted. Such other requirements include, but are not necessarily

limited to, the following.

- a. Maximum per-unit subsidy amount and subsidy layering -- The total amount of HOME funds invested shall not exceed \$91,773 for a one-bedroom unit, \$111,597 for a two-bedroom unit, \$144,367 for a three-bedroom unit, and \$158,470 for a unit with four or more bedrooms. Further, in accordance with 24 CFR 92.250, HOME funds invested in combination with other governmental assistance shall not exceed the amount necessary to provide affordable housing.
- b. Property standards and lead-based paint -- All housing assisted with HOME funds under this agreement must, upon project completion, meet the property standards of 24 CFR 92.251. Those assisted with HOME and/or CDBG funds shall meet the Statewide Building Code. All properties assisted with HOME and/or CDBG funds shall meet the lead-based paint requirements in 24 CFR 92.355 and/or 570.608, respectively. In accordance with regulations, the Subgrantee shall adhere to lead-based paint abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
- c. Affirmative Marketing and Affirmatively Furthering Fair Housing -- In accordance with 24 CFR 92.351 and 570.601 and the Grantee's Affirmative Marketing Procedures, the Subgrantee shall provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, familial status or disability. The Subgrantee will describe its affirmative marketing activities as part of the monthly reporting requirements described in section 8.
- d. Section 109 -- In accordance with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d)), no person in the United States shall on grounds of race, color, religion, sex or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds available under this Agreement. (See also Attachment C.)
- e. Conditions for religious organizations -- The Subgrantee shall not grant or loan any HOME or CDBG funds to primarily religious organizations for any activity including secular activities. In addition, funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. In particular, there shall be no religious or membership criteria for tenants or buyers of any HOME- or CDBG-assisted properties.
- f. Labor standards -- As presently structured, the programs included under this Agreement are not considered subject to federal Labor Standards, including prevailing (Davis-Bacon) wage rates for non-volunteer labor. Such standards will become applicable in the event CDBG or HOME funds are used for infrastructure improvements. Such standards will also become applicable for any single project in which more than 7 housing units are assisted with CDBG funds or more than 12 units are assisted with HOME funds or more than 7 units are assisted with a combination of CDBG and HOME funds.
- g. Environmental standards -- In accordance with 24 CFR 85.36, 92.352 and 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements include, but are not necessarily limited to, historic significance, floodplain, clean air and hazardous sites. The Grantee has performed the tiered review necessary to initiate the preliminary program activities; however, no CDBG funds may be expended for a given property prior to the Subgrantee's completing its individual property review, any required remedial actions and required Subgrantee environmental

checklist, which must include all compliance categories specified by HUD and the Grantee. Where acquisition of property is authorized, the Subgrantee will conduct, directly or through qualified entities, at minimum an "environmental transaction screen," which consists of a review of the property's history and a site visit to determine the condition of the property. All property acquisitions shall be contingent upon satisfactory results of the screen, and, where dictated by the screen, further environmental phases. All specifications for proposed housing rehabilitation under this Agreement shall be submitted to the Grantee's Department of Management and Budget for review as to compliance with Section 106 of the National Historic Preservation Act. These specifications shall also be reviewed by the Grantee's Environmental Administrator to determine whether the potential for disturbing lead and other hazardous materials, such as asbestos, has been adequately taken into account. The Subgrantee agrees to adjust work specifications or activities in such manner as may be requested by the Grantee to ensure compliance with environmental requirements. The results of the historic and other environmental review activities shall be reflected in the Subgrantee's environmental checklist for the unit and/or project site(s).

- h. Displacement and relocation -- In accordance with 24 CFR 92.353 and 570.606, the Subgrantee shall take all reasonable steps to minimize displacement as a result of the activities described in section 1. Furthermore, section 1 of this Agreement prohibits acquisition of any property which is occupied or would be occupied by legal tenants after the initial acquisition contact with the owner. Notwithstanding this prohibition, any persons displaced as a result of the activities under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.
- i. Employment and contracting opportunities -- In accordance with 24 CFR 92.350 and 570.607, the activities under this Agreement are subject to the requirements of Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968. The former prohibits discrimination on federally-assisted construction contracts and requires contractors to take affirmative action regarding employment actions. The latter provides that, to the greatest extent feasible and consistent with federal, state and local laws, employment and other economic opportunities arising housing rehabilitation, housing construction and public construction projects shall be given to low- and very-low-income persons. (See also Attachment C.)
- j. Debarment and suspension -- In accordance with 24 CFR 24, the Subgrantee shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subgrantee will consult appropriate references, including, but not limited to, the Excluded Parties Listing Service website at <http://epls.arnet.gov>, to ascertain the status of any third parties prior to engaging their services. The Subgrantee will submit to the Grantee's Department of Management and Budget the names of contractors and subcontractors selected under this Agreement, including a certification by the Subgrantee that it has determined that none of these entities are presently debarred, suspended, or ineligible.
- k. Uniform administrative requirements -- The Subgrantee shall comply with the requirements and standards set forth in 24 CFR 92.505 and 570.502, and all applicable CDBG, HOME and other federal regulations pertaining to the activities performed under this Agreement.
- l. Conflict of interest -- In accordance with 24 CFR 92.356 and 570.611, no covered individual who exercises any functions or responsibilities with respect to the program during his tenure, or for one (1)

year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subgrantee shall incorporate, or cause to be incorporated, in any contracts or subcontracts pursuant to this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

12. **EQUAL EMPLOYMENT OPPORTUNITY:**

Non-Discrimination: During the performance of this Agreement, the Subgrantee agrees as follows:

- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subgrantee. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subgrantee, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, will state that such Subgrantee is an equal opportunity employer.
- c. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Subgrantee will include the provisions of the foregoing subsections (a), (b) and (c) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

13. **DRUG-FREE WORKPLACE:**

The Subgrantee will: (i) provide a drug-free workplace for the Subgrantee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that the Subgrantee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars and no cents (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with this contract.

14. **FAITH-BASED ORGANIZATIONS:**

Pursuant to §2.2-4343.1 of the Code of Virginia (1950), as amended, the City of Roanoke does not discriminate against faith-based organizations.

15. **THIRD-PARTY CONTRACTS:**

The Grantee shall not be obligated or liable hereunder to any party other than the Subgrantee.

16. **INDEMNITY:**

The Subgrantee agrees and binds itself and its successors and assigns to indemnify, keep and hold the Grantee and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the Subgrantee including: (a) the Subgrantee's use of the streets or sidewalks of the Grantee or other public property; (b) the performance under this Agreement; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of the Subgrantee to perform any duty imposed upon or assumed by Subgrantee by or under this Agreement. In the event that any suit or proceeding shall be brought against the Grantee or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with the Subgrantee on account thereof, the Subgrantee, upon notice given to it by the Grantee or any of its officers, employees, agents, volunteers or representatives, will pay all costs of defending the Grantee or any of its officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgement being awarded against the Grantee or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with the Subgrantee, then the Subgrantee will pay such settlement or judgement in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the Grantee or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

17. **INDEPENDENT CONTRACTOR:**

Services performed under this agreement shall be performed on an independent contractor basis and under no circumstances shall this Agreement be construed as establishing an employee/employer relationship. The Subgrantee shall be completely responsible for its activities in performing services hereunder.

18. **SUCCESSORS:**

This Agreement shall be binding upon each of the parties, and their assigns, purchasers, trustees, and successors.

19. **ENTIRE AGREEMENT**

This Agreement, including all of its Attachments, represents the entire agreement between the parties and shall not be modified, amended, altered or changed, except by written agreement executed by the parties.

20. **AMENDMENTS:**

The Grantee may, from time to time, require changes in the obligations of the Subgrantee hereunder, or its City Council may appropriate further funds for the implementation of this HOME rehabilitation project. In such event or events, such changes which are mutually agreed upon by and between the Grantee and the Subgrantee shall be incorporated by written amendment to this Agreement.

21. **GOVERNING LAW:**

This Agreement shall be governed by laws of the Commonwealth of Virginia.

22. **AVAILABILITY OF FUNDS:**

CDBG and HOME funding to be made available by the Grantee under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the Grantee, this Agreement may be terminated in whole or in part.

23. **ANTI-LOBBYING:**

To the best of the Subgrantee's knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

24. **NOTICE:**

Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed duly given only if delivered personally or sent by certified mail, return receipt requested to the addresses stated below.

To the Grantee: Darlene L. Burcham, City Manager
Room 364, Noel C. Taylor Municipal Building
215 Church Avenue, S. W.
Roanoke, Virginia 24011

To the Subgrantee: Alvin Nash, President
Blue Ridge Housing Development Corporation
510 11th Street, NW
Roanoke, VA 24017

Notice shall be deemed to have been given, if delivered personally, upon delivery, and if mailed, upon the third business day after the mailing thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written:

ATTEST:

FOR THE GRANTEE:

By _____
Mary F. Parker, City Clerk

By _____
Darlene L. Burcham, City Manager

ATTEST:

FOR THE SUBGRANTEE:

By _____
Cyndi Stultz, Secretary

By _____
Alvin Nash, President

APPROVED AS TO CDBG/HOME ELIGIBILITY

APPROVED AS TO FORM

Department of Management and Budget

Assistant City Attorney

APPROVED AS TO EXECUTION

APPROPRIATION AND FUNDS REQUIRED
FOR THIS CONTRACT CERTIFIED

Assistant City Attorney

Director of Finance

Date _____

Account # _____ (See Attachment A) _____

Attachments

Attachment A -- Financial Accounts

Attachment B -- Housing/Beneficiary Reporting Elements

Attachment C -- Housing/Beneficiary Demographics Report

Attachment D -- Special Federal Terms and Conditions

**2004/2005 BRHDC CDBG and HOME Agreement
Financial Accounts**

Account #	Description	Project	Support	Admin	Total
<u>CDBG Funds:</u>					
035-G05-0520-5420	Demolition Fund	44,000			44,000
035-G05-0520-5421	Demolition Fund		4,800		4,800
035-G05-0520-5422	Demolition Fund			1,200	1,200
	Subtotal	44,000	4,800	1,200	50,000
035-G05-0520-5427	Project GOLD		66,041		66,041
035-G05-0520-5446	Project GOLD			10,000	10,000
035-G05-0520-5449	Project GOLD	85,094			85,094
	Subtotal	85,094	66,041	10,000	161,135
	Total CDBG	129,094	70,841	11,200	211,135
<u>HOME Funds:</u>					
035-090-5312-5446	Project GOLD			17,709	17,709
035-090-5312-5449	Project GOLD	126,163			126,163
	Subtotal	126,163	0	17,709	143,872
035-090-5305-5448	Project GOLD (CHDO Project Funds)	3,534			3,534
035-090-5306-5448	Project GOLD (CHDO Project Funds)	1,546			1,546
035-090-5308-5448	Project GOLD (CHDO Project Funds)	28,138			28,138
035-090-5312-5447	Project GOLD (CHDO Operating Funds)			11,357	11,357
035-090-5312-5448	Project GOLD (CHDO Project Funds)	113,565			113,565
	Subtotal	146,783	0	11,357	146,783
	Total HOME (including CHDO Funds)	272,946	0	29,066	302,012
	Total CDBG and HOME (incl. CHDO)	402,040	70,841	40,266	513,147

Housing/Beneficiary Reporting Elements

On a monthly basis, the Subgrantee shall provide a narrative report to the Grantee summarizing progress on the project to-date. Accompanying the narrative, the Subgrantee shall submit data in a table or spreadsheet format that is needed in order that the Grantee may complete its required reports to the U.S. Department of Housing and Urban Development. The data provided by the Subgrantee shall include:

- Property
 - Address
 - Number of bedrooms
 - Status (pending, under construction, completed or sold)
- Homeowner/Homebuyer
 - Name
 - Total Family Income (projected for 12 months following determination)
 - Number in family
 - Whether head of household is disabled
- Estimated total hard (incl. acquisition costs, if any) and soft costs to produce the unit
 - CDBG funds committed to property
 - HOME funds committed to property
 - HOME/CHDO funds committed to property
- Prime Contractor Name
 - Federal I.D. Number (or Owner Social Security Number)
 - Whether Minority-Owned, Women-Owned or Both
 - CDBG funds committed to Prime
 - HOME funds committed to Prime
 - HOME/CHDO committed to Prime
- Subcontractor Name (Provide separate data for each subcontractor)
 - Federal I.D. Number (or Owner Social Security Number)
 - Whether Minority-Owned, Women-Owned or Both
 - CDBG funds committed to Subcontractor
 - HOME funds committed to Subcontractor
 - HOME/CHDO committed to Subcontractor
- Unit Sale Data (if property is for homeownership)
 - Sales Price of Unit (excluding settlement charges)
 - Closing Date
- After-Rehab Value (if owner-occupied rehabilitation activity)

Housing/Beneficiary Demographics Report

Also accompanying the monthly narrative report and the reporting elements given in Attachment A, the Subgrantee shall provide the demographics report in the format provided below.

Program / Activity Name		Reporting Period	
1	Counts by: ____ Households or ____ Persons? (Check the one that applies.)		
2	# of New Participants this Period (if applicable):	_____	
3	TOTAL # BENEFITING FROM ACTIVITY: (Beginning 07/01/04 - Ending 06/30/05)	_____ (cumulative to date)	
4	RACIAL INFORMATION (cumulative to date)	# TOTAL	# HISPANIC
	White: _____	_____	_____
	Black/African American: _____	_____	_____
	Asian: _____	_____	_____
	American Indian / Alaskan Native: _____	_____	_____
	Native Hawaiian / Other Pacific Islander: _____	_____	_____
	American Indian / Alaskan Native & White: _____	_____	_____
	Asian & White: _____	_____	_____
	Black/African American & White: _____	_____	_____
	Am. Indian/Alaskan Native & Black/African Am.: _____	_____	_____
	Other Multi-Racial: _____	_____	_____
	TOTAL: _____	_____	_____
5	# - FEMALE HEAD OF HOUSEHOLD:	_____ (cumulative to date)	
6	INCOME INFORMATION (cumulative to date)	# TOTAL	
	< 80% of Median (Low Income Limit) _____	_____	
	< 50% of Median (Very Low Income) _____	_____	
	< 30% of Median _____	_____	
	TOTAL: _____	_____	
Prepared by: _____		Date Prepared: _____	
Revised 03/05/2004			

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SPECIAL TERMS AND CONDITIONS
(Agreements \$10,000 or Over)

1. **"Section 3" Compliance -- Provision of Training, Employment and Business Opportunities:**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Subgrantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Subgrantee will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Subgrantee will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure

to fulfill these requirements shall subject the applicant or recipient, its Subgrantees and contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

2. **Equal Employment Opportunity: Contracts subject to Executive Order 11246, as amended:** Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD-assisted construction contracts.

The Subgrantee shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause: "During the performance of this contract, the Subgrantee agrees as follows:

- A. The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Subgrantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled,

terminated or suspended in whole or in part, and the Subgrantee may be declared ineligible for further Government contracts or Federally-assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Subgrantee will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States."

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Subgrantees and contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subgrantee debarred from, or who has not demonstrated eligibility for Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subgrantees and contractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the cause to the Department of Justice for appropriate legal proceedings.

3. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that the Subgrantee and the United States are beneficiaries of and

entitled to enforce such covenant. The Subgrantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504 and Americans with Disabilities Act:**

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, which prohibit discrimination against the disabled in any federal assisted program.

5. **Obligations of Subgrantee with Respect to Certain Third-party Relationships:** The Subgrantee shall remain fully obligated under the provisions of the Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant shall comply with all lawful requirements of the Applicant necessary to insure that the program, with respect to which assistance is being provided under this Agreement to the Subgrantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1974.

6. **Interest of Certain Federal Officials:** No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

7. **Prohibition Against Payments of Bonus or Commission:** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval or applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

8. **"Section 109":** This Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. 3535(d). No person in the United States shall on the ground of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

9. **Access to Records and Site of Employment:** This agreement is subject to the requirements of Executive Order 11246, Executive Order 1375, Civil Rights Act of 1964, as amended. Access shall be permitted during normal business hours to the premises for the purpose of conducting on-site compliance reviews and inspecting and copying such books, records, accounts, and other material as may be relevant to the matter under investigation and pertinent to compliance with the Order, and the rules and regulations promulgated pursuant thereto by the Subgrantee. Information obtained in this manner shall be used only in connection with the administration of the Order, the administration of the Civil Rights Act of 1964 (as amended) and in furtherance of the purpose of the Order and that Act.

10. **Legal Remedies for Contract Violation:** If the Subgrantee materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following action, as appropriate in the circumstances:
- 1) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee,
 - 2) Disallow all or part of the cost of the activity or action not in compliance,
 - 3) Wholly or partly suspend or terminate the current Agreement, or
 - 4) Take other remedies that may be legally available.

IN THE COUNCIL FOR THE CITY OF ROANOKE, VIRGINIA,

37
9/23/04

A RESOLUTION authorizing the appropriate City officials to execute the subgrant Agreement with the Blue Ridge Housing Development Corporation to conduct 2004-2005 housing activities using Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program funds in the amount of \$513,147.00, upon certain terms and conditions.

WHEREAS, by Resolution No. 36695-051304, adopted May 13, 2004, City Council approved the City's 2004-2005 Annual Update to the Consolidated Plan for submission to the United States Department of Housing and Urban Development ("HUD");

WHEREAS, by Resolution 36720-062104, adopted June 21, 2004, City Council accepted the 2004-2005 CDBG and HOME funds, pending approval from HUD;

WHEREAS, the grant agreements with HUD have been signed; and

WHEREAS, in order for BRHDC to conduct 2004-2005 housing activities approved in the Consolidated Plan, City Council action is needed.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that the City Manager or Assistant City Manager, and the City Clerk, are hereby authorized to execute and attest, respectively, on behalf of the City, the subgrant Agreement with the Blue Ridge Housing Development Corporation to conduct 2004-2005 housing activities using Community Development Block Grant ("CDBG") and HOME Investment Partnerships Program funds in the amount of \$513,147.00, approved as to form by the City Attorney, as is more particularly set forth in the City Manager's letter dated October 7, 2004, to this Council.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

October 7, 2004

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

**Subject: Funding for Restricted
 Eligibility Worker**

Background:

The City of Roanoke Department of Social Services and the State Health Department entered into an agreement in 1994 to establish an Eligibility Worker position through the Department of Social Services to be placed at the Roanoke Health Department to ensure that all citizens have an opportunity to apply for Medicaid. The Agreement remains in effect until modified by mutual consent or operation of law. (See Attachment A).

The total cost of the position is \$38,050. Approximately 50% of the cost is reimbursed from federal Medicaid administrative funds, and the Health Department reimburses the remaining cost.

Considerations:

The City of Roanoke Health Department is satisfied with the results of having this position on location and wishes to continue the services.

Recommended Action:

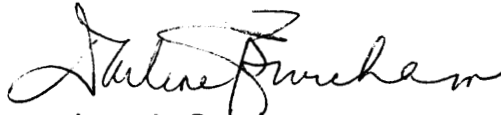
Authorize the City Manager to continue the services of the Eligibility Worker stationed at the Health Department in accordance with the original

Honorable Mayor and Members of City Council
October 7, 2004
Page 2

agreement. Appropriate funding as outlined below in accounts to be established in the Grant Fund by the Director of Finance. Establish a revenue estimate of \$38,050 from state and federal sources as described above.

• Salary	\$28,874
• City Retirement	2,823
• ICMA Match	650
• FICA	2,104
• Health Ins.	3,300
• Dental Ins.	221
• Disability Ins.	<u>78</u>
	<u>\$38,050</u>

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:tem

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget
Jane R. Conlin, Director of Human/Social Services
Molly O'Dell, M.D. Director of Health Department
Rolanda B. Russell, Assistant City Manager for Community Development

#CM04-00174

PLACEMENT OF ELIGIBILITY DETERMINATION STAFF
AT DESIGNATED HEALTH DEPARTMENTS

AGREEMENT

Between

The State Health Department

The Virginia Department of Social Services

City of Roanoke Department of Social Services

ARTICLE I

PURPOSE

This Agreement is entered into as of the date specified below by and between City of Roanoke Department of Social Services hereafter referred to as the Local DSS, The State Health Department hereafter referred to as Health Department, and the Virginia Department of Social Services, hereafter referred to as VDSS to locate a Medicaid worker, hereafter referred to as Health Department Eligibility Worker (HDEW), on-site at the Health Department.

The Local DSS and the Health Department agree to use the HDEW exclusively for the purpose outlined in this Agreement. The Local DSS is specifically prohibited from using the HDEW for any purpose other than completing cases originating through the Health Department.

ARTICLE II

FUNCTIONS TO BE PERFORMED BY HDEW

A. Application Acceptance and Processing

Medicaid Applications - Health Department patients referred to the HDEW shall have all the rights and privileges of any other applicant for assistance. Health Department personnel will refer for Medicaid eligibility determination all potentially eligible medically indigent patients.

1. Eligibility Criteria - Eligibility for Medicaid will be determined using all applicable rules, regulations, and policies governing the general population applying for Medicaid.
 - a. Each HDEW shall be supplied a copy of the Medicaid Manual by the Local DSS. It shall be the responsibility of each HDEW to keep the Medicaid Manual current with all revising transmittals.
 - b. All forms necessary to process Medicaid applications shall be ordered by the appropriate local DSS through the usual procedures and made available to the HDEW.
2. Case Development - The HDEW shall process all Medicaid applications taken at the Local Health Development for adults and children who are residents of the HDEW's locality. Completed cases shall be forwarded daily to the local DSS for immediate enrollment.
 - a. Applications for patients from other jurisdictions will be forwarded by the HDEW, unprocessed, to the city or county of residence.
 - b. Medicaid eligibility must be determined in conformity with processing standards contained at Part II, Chapter A, of the Medicaid Manual. Therefore, no local DSS processing procedures shall encumber or delay certifying and enrolling eligible cases.

B. Confidentiality of File Information

1. Confidentiality of client information contained in existing files (both paper and electronic) is to be protected, and access to Medicaid eligibility files shall be limited to the HDEWs and Local Departments of Social Services.
2. Information released to Health Department personnel shall be limited to information authorized for dissemination in accordance with the applicant Release of Information. It shall be released in a manner consistent with efficiency and non-duplication of effort among the Medicaid, WIC, and medical services programs.
3. Information maintained by or which can be secured by the local DSS shall be shared with the HDEW when necessary to determine eligibility for Medicaid under this Agreement. This includes diagnosis information and local public records.

C. Health Department Eligibility Workers - Organization

1. Caseload Standards - The HDEW shall be an employee of the local DSS but shall not count in the determinations of local staffing needs.
2. Staffing level will be one full time position. This staffing level will be re-evaluated by representatives of the parties to this Agreement after one year of operation using the following criteria to determine its applicability and the need to make adjustment.
 - a. Increased reimbursement by Medicaid due to increased Medicaid enrollment then compared to the one year period immediately prior to the effective date of the contract.
 - b. Increased numbers of medically indigent eligibles enrolled in Medicaid.
3. Training - The HDEWs shall be treated as other eligibility workers as regards provision of Medicaid program training and technical assistance. HDEW will be under the supervision on local Department of Social Services Supervisor who will be responsible for instruction, accountability, payroll information, and job performance.

ARTICLE III

COSTS

- A. This project, whereby local workers will be physically located at the Health Department will use funds appropriated to the State Health Department to fund the non-federally matched portion of the costs of maintaining the HDEW.
- B. Procedures:
1. The Local DSS shall submit monthly to the VDSS individual claims for 100 percent reimbursement of personnel costs for the HDEW.
 - a. Each claim for reimbursement shall be submitted on form DA-20-250, Accounting Voucher.
 - b. Each monthly claim shall be reimbursed by the VDSS at 100 percent of costs.
 2. The VDSS shall submit monthly to DMAS, separately identifiable from other federal claims for Medicaid administration reimbursement, all claims of administrative expenditures associated with operation of this Agreement.
 3. The Health Department agrees to reimburse the VDSS through an Interagency Transfer of funds for any costs for which federal reimbursement does not equal 100 percent of such State agency reimbursement made for the month. Funds used by the Health Department to reimburse VDSS must not come from federal sources. The Interagency Transfer Invoice will be forwarded by the tenth working day of the month following the covered period.

ARTICLE IV

MAINTENANCE OF RECORDS

1. Administrative Records - Records of administrative costs shall, be maintained separate from other local DSS and Health Department records for evaluation and determination of the ultimate effectiveness of the project.

2. Applications - Separate identification shall be maintained of all referrals made by Health Department personnel to the HDEW. Referrals will be tracked and the outcome recorded as either approved, denied, or failure/refusal to follow through.
3. Approved cases will be tracked and total expenditures under Medicaid to the Health Department and other providers will be periodically gathered into reports by Central Office staff.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall begin after all parties have signed this Agreement and when personnel have been employed and/or reassigned to the Health Department site. An effectiveness evaluation shall be conducted by representatives of this Agreement after the site has been fully operational for twelve months. After completion of the twelve month effectiveness evaluation, any party to this Agreement may terminate its participation in this project with or without cause upon sixty days notice in writing to the other parties. In lieu of such action, this Agreement shall remain in effect until modified by mutual consent or operation of law. Interim evaluations, problem identification and resolution sessions will be held quarterly after the first six-month review, on an as needed basis throughout the life of this Agreement.

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Health Departmen

City of Roanoke Department of Social Services

I hereby agree to the terms of this agreement:

W. Robert Herbert, City Manager
City of Roanoke

2.7.94 (Dated)

Molly L. Rutledge, M.D.
Acting Health Director

2-1-94 (Dated)

Larry D. Jackson, Commissioner
State Department of Social Services

_____ (Dated)

Robert B. Stroube, M.D., M.P.H.
State Health Commissioner
State Health Department

3-4-95 (Dated)

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for the Eligibility Worker position, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Regular Employee Salaries	035-630-5181-1102	\$ 28,874
City Retirement	035-630-5181-1105	2,823
ICMA Match	035-630-5181-1115	650
FICA	035-630-5181-1120	2,104
Health Insurance	035-630-5181-1125	3,300
Dental Insurance	035-630-5181-1126	221
Disability Insurance	035-630-5181-1131	78

Revenues

Eligibility Worker FY05 - State	035-630-5181-5183	19,025
Eligibility Worker FY05 - Federal	035-630-5181-5184	19,025

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

DAC

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the City Manager to continue the services of the Eligibility Worker stationed at the Health Department in accordance with the original Agreement between the Roanoke City Department of Social Services, the State Health Department and the Virginia Department of Social Services, upon certain terms and conditions.

WHEREAS, Roanoke City Department of Social Services, the State Health Department, and the Virginia Department of Social Services entered into an agreement in 1994 to establish an Eligibility Worker position through the Department of Social Services to be placed at the Roanoke City Health Department to ensure that all citizens have an opportunity to apply for Medicaid;

WHEREAS, the services of the Eligibility Worker are beneficial to both citizens and the Health Department in that it allows citizens requesting services from the Health Department to apply for Medicaid at the same time, thereby making the application process more accessible and efficient, while enabling the Health Department to maximize Medicaid revenue; and

WHEREAS, this program is also beneficial to the Department of Social Services in that it is provided an eligibility worker at no cost for salary and benefits.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke that the City Manager is authorized to continue the services of the Eligibility Worker stationed at the Health Department in accordance with the original agreement between Roanoke City Department of Social Services, the State Health Department, and the Virginia Department of Social Services, upon such

terms and conditions as more fully set forth in the City Manager's letter dated October 7, 2004, to this Council.

ATTEST:

City Clerk.



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591
Telephone: (540) 853-2333
Fax: (540) 853-1138
CityWeb: www.roanokegov.com

October 7, 2004

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and member of Council:

Subject: DMV Issued Grant

Background:

The Virginia Department of Motor Vehicles (DMV) is the administering agency for pass through funds provided by the United States Department of Transportation for highway safety projects in Virginia. DMV offers these funds to successful applicants for activities which improve highway safety in Virginia.

The Roanoke Police Department has been awarded grant funding for grant period October 1, 2004 through September 30, 2005 in the amount of \$20,000 for the following projects:

1. Overtime and related FICA expenditures associated with conducting selective enforcement activities which target Driving Under the Influence (DUI), speeding, and motor vehicle occupant safety.
2. For the purchase of 32 rechargeable battery-powered flare/flasher units.
3. For the purchase one 5' x 8' DUI checkpoint trailer.


4. For the purchase of radar units and portable traffic sensors and software. This equipment will be used to monitor speed and enforce traffic laws during periodic aggressive driver enforcement initiatives.

There is a statistical correlation between levels of motor vehicle law enforcement and traffic accidents in the City of Roanoke. Historically, speed and alcohol are factors in 17 percent of Roanoke's motor vehicle accidents. This program allows officers to concentrate on alcohol impaired drivers and speeders at times when such violations are most likely to occur.

Recommended Action:

Accept the Driver/Occupant Awareness grant. Authorize the City Manager to execute the grant agreements and any related documents, subject to them being approved as to form by the City Attorney. Appropriate funding totaling \$20,000 and establish corresponding revenue estimates in accounts to be established by the Director of Finance in the Grant Fund.

Respectfully submitted,


Darlene L. Burcham
City Manager

DLB:gws

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda B. Russell, Assistant City Manager
A. L. Gaskins, Chief of Police

CM04-00172

AHS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding for the Driver/Occupant Awareness Grant, the Flare Flasher DUI Checkpoint Trailer Grant and the Enhanced Speed Enforcement Grant, amending and reordaining certain sections of the 2004-2005 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2004-2005 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

Overtime Salaries	035-640-3430-1003	\$ 9,289
FICA	035-640-3430-1120	711
Expendable Equipment (<\$5,000)	035-640-3431-2035	5,000
Expendable Equipment (<\$5,000)	035-640-3432-2035	5,000

Revenues

Driver/Occupant Awareness Grant FY05	035-640-3430-3430	10,000
Flare Flasher DUI Checkpoint Trailer Grant FY05	035-640-3431-3431	5,000
Enhanced Speed Enforcement Grant FY05	035-640-3432-3432	5,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

CS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Driver/Occupant Awareness grant offer made to the City by the Virginia Department of Motor Vehicles, and authorizing execution of any required documentation approved as to form by the City Attorney.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke does hereby accept the Driver/Occupant Awareness grant offered by the Virginia Department of Motor Vehicles in the amount of \$20,000, such grant being more particularly described in the letter of the City Manager dated October 7, 2004, upon all terms, provisions and conditions relating to the receipt of such funds.
2. The City Manager and the City Clerk, are hereby authorized to execute, and attest, respectively, the grant agreement and all necessary documents required to accept this grant, all such documents to be approved as to form by the City Attorney.
3. The City Manager is further directed to furnish such additional information as may be required by the Virginia Department of Motor Vehicles in connection with the City's acceptance of this grant.

ATTEST:

City Clerk



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
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October 7, 2004

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Emergency Declaration
 For Flood Event

Background:

The City experienced a flood event commencing on Tuesday, September 28, 2004 which has resulted in both public and private damage and significant cost to the City in dealing with the impact of this emergency. An initial estimate of cost for this event, including damage to public property and damage to homes and businesses, is estimated at \$4,000,000.00. These estimates are subject to change as findings are updated and insurance estimates are received.

Damage estimates, the slow economy, and reductions in state funding limit the City's ability to cover the cost of expenses resulting from these events. On September 28, I declared a local emergency as a result of this flood event.

Considerations:

Declaration of a local emergency does not automatically guarantee that State and Federal financial assistance will be provided. The Governor will make a decision on whether or not to request federal assistance, once state-wide damage estimates are received.

Mayor Harris and Members of City Council
October 7, 2004
Page 2

Recommended Action:

City Council confirm the City Manager's action declaring a local emergency to exist for a flood commencing on September 28, 2004.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darlene L. Burcham". The signature is fluid and cursive, with the first name "Darlene" and last name "Burcham" clearly distinguishable.

Darlene L. Burcham
City Manager

DLB:

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
George C. Snead, Assistant City Manager for Operations
Joseph A. Coyle, Coordinator of Emergency Management

CM04-0178

WMH
IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION confirming the declaration of a local flooding emergency; conferring emergency powers in the City Manager as Director of Emergency Management; authorizing the City Manager to make application for Federal and State public assistance to deal with such emergency; designating a fiscal agent and an agent for submission of financial information for the City; and calling upon the Federal and State governments for assistance.

WHEREAS, the Council of the City of Roanoke finds that the City has sustained a disaster because of flooding which began September 28, 2004, and which resulted in substantial property damage and significant costs to the City in dealing with the effects of this disaster;

WHEREAS, pursuant to the provisions of §44-146.21, Code of Virginia, on September 28, 2004, the City Manager declared a local emergency commencing on September 28, 2004, which Council must confirm at its next regularly scheduled meeting, or at a special meeting within fourteen days of such declaration; and

WHEREAS, a condition of extreme peril to life and property existed which necessitated the declaration of the existence of an emergency.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. Council confirms that an emergency existed throughout the City commencing September 28, 2004.
2. The Council hereby ratifies and confirms that, during the period of the emergency confirmed by this resolution, the City Manager, as Director of Emergency Management, possessed and held those powers, functions and duties prescribed by the Code of Virginia (1950),

as amended, the City of Roanoke Charter of 1952, the Code of the City of Roanoke (1979), as amended, and the Emergency Operations Plan approved by this Council, in order to further the public health, safety and welfare, address the needs of the people of the City of Roanoke, and mitigate the effects of such emergency.

3. The City Manager is hereby authorized for and on behalf of the City to execute applications for Federal and State public assistance as is necessary and property to meet this emergency and to provide to Federal and State agencies for all matters relating to Federal and State disaster assistance the assurances and agreements required by the Federal Emergency Management Agency and other agencies of the State and Federal government.

4. Jesse A. Hall, the City's Director of Finance, is hereby designated as the City's fiscal agent to receive, deposit and account for Federal and State funds made available to the City to meet the emergency declared by this resolution, and is hereby designated as the City agent for executing and submitting appropriate documentation and information regarding Federal and State reimbursement for this emergency.

5. The Council calls upon the Federal and State governments to take steps to afford to the City of Roanoke and to the persons and business concerns and other organizations and agencies suffering injury and damage from this disaster such public aid and assistance as is necessary and proper to meet this emergency.

6. The City Clerk is directed to forward an attested copy of this resolution to the State Coordinator of Emergency Management.

ATTEST:

City Clerk.



CITY OF ROANOKE

DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461

P.O. Box 1220

Roanoke, Virginia 24006-1220

Telephone: (540) 853-2821

Fax: (540) 853-6142

JESSE A. HALL

Director of Finance

email: jesse_hall@ci.roanoke.va.us

October 7, 2004

ANN H. SHAWVER

Deputy Director

email: ann_shawver@ci.roanoke.va.us

Honorable C. Nelson Harris, Mayor
 Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
 Honorable M. Rupert Cutler, Council Member
 Honorable Alfred T. Dowe, Jr., Council Member
 Honorable Sherman P. Lea, Council Member
 Honorable Brenda L. McDaniel, Council Member
 Honorable Brian J. Wishneff Council Member

Dear Mayor Harris and Members of City Council:

Subject: August Financial Report

This financial report covers the first two months of fiscal year 2005. The first quarter of the year is difficult to analyze due to the relatively small volume of activity which occurs within the early months. Additionally, the accrual of both revenues and expenditures into the prior year causes some categories to have small balances in the early months of fiscal year 2005 until activity of that year reverses the impact of the accruals. The following narrative provides commentary on the significant events of this first fiscal month.

Revenues

Revenues through August 2004 increased .74% compared to FY04. Categories with significant variances from the prior year are discussed as follows.

General Property Taxes declined in fiscal year 2005 due to a decrease in collection of real estate tax. Through August 31st of last year, greater collections were made from escrow companies for the first real estate tax installment which is due October 5th. The tax is expected to grow 6.6% as a whole in FY 2005.

Other Local Taxes are higher in fiscal year 2005 due to earlier collection of the electric utility tax from AEP. This tax is due to the City at the end of each month, but in some months, payment is not received until the early days of the following month.

Permits, Fees and Licenses decreased 25% in the current year due to a decline in year-to-date building and electrical permits. Permit revenues fluctuate from month to month depending upon when large permit fees are collected by the City. A large permit fee was collected in August 2004 which provided a higher balance last year.

Revenue from the use of Money and Property declined when the first quarterly billing for the rental of space by the health department was made later in FY05 than in FY04.

Grants in Aid Commonwealth increased due to a timing difference in receipt of quarterly funding from the Commonwealth for rental car tax. The funding from the Commonwealth from the wine tax also increased in the current year.

Charges for Services increased as a result of increased revenues from the housing of federal prisoners. This partially due to an increase in volume of prisoners, but it is also impacted by the timing of receipt of payments.

Miscellaneous Revenue declined in the current year. Proceeds from the sale of surplus vehicular equipment are being recorded to the Fleet Management Fund. Previously, they were recorded in the General Fund. To provide additional funding for fleet replacement, a change in policy was made in mid-year FY04.

Internal Services decreased due to decreased billings by Engineering and Building Maintenance. In FY04, some billings were made to the Water and Sewer Funds which are not being made in the current year upon the creation of the Water Authority.

Expenditures

The FY05 expenditure budget includes funding of nearly \$1.8 million to cover contracts and purchase orders made during FY04 but not paid by the end of that year. City Council approved re-appropriation of this funding when adopting the General Fund budget in May.

General Fund expenditures as a whole declined 4.35%. All departments are affected by the fact that City employees received an average pay raise of 3.0% on July 1, 2004. Also, there have been four payrolls on a year to date basis in fiscal year 2005, while there were five payrolls through the same period of fiscal year 2004. The decrease in the number of payrolls causes most departments' expenditures to decline in total in the current year. Other than these items which affect most categories of expenditures, variances between FY04 and FY05 are addressed as follows.

Public Works costs are higher in the current year due to an increase in the Paving Program encumbrances.

The Transfer to Debt Service Fund is made as debt payments become due. Payments have declined in the current year due to savings achieved from the refundings which were made during the prior year.

The Transfer to School Capital Projects Fund in FY04 resulted from an appropriation of fund balances relative to CMERP for school construction and renovation costs. There has been no similar transfer in FY05.

Nondepartmental expenditures increased due to increased transfers to several funds of the City. Funding to the GRTC is being made in semi-annual payments in FY05 rather than quarterly to meet the cash flow needs of GRTC. A transfer has also been made in FY05 for the Civic Center seat replacement project.

Sincerely,



Jesse A. Hall
Director of Finance

JAH:ca

Attachments

c: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Sherman M. Stovall, Director of Management and Budget

**CITY OF ROANOKE, VIRGINIA
GENERAL FUND**

STATEMENT OF REVENUE

Revenue Source	Year to Date for the Period			Current Fiscal Year	
	July 1 - August 31 2003-2004	July 1 - August 31 2004-2005	Percentage of Change	Revised Revenue Estimates	Percent of Revenue Estimate Received
General Property Taxes	\$ 1,457,252	\$ 250,759	-82.79 %	\$ 87,491,000	0.29%
Other Local Taxes	2,632,070	3,477,393	32.12 %	62,631,000	5.55%
Permits, Fees and Licenses	199,578	149,352	-25.17 %	1,112,000	13.43%
Fines and Forfeitures	196,200	220,987	12.63 %	1,321,000	16.73%
Revenue from Use of Money and Property	74,223	18,160	-75.53 %	735,000	2.47%
Grants-in-Aid Commonwealth	1,285,693	1,528,353	18.87 %	47,287,000	3.23%
Grants-in-Aid Federal Government	-	-	0.00 %	34,000	0.00%
Charges for Services	1,155,942	1,439,944	24.57 %	7,915,000	18.19%
Miscellaneous Revenue	79,527	62,370	-21.57 %	327,608	19.04%
Internal Services	72,445	58,771	-18.88 %	2,935,000	2.00%
Total	\$ 7,152,930	\$ 7,206,089	0.74 %	\$ 211,788,608	3.40%

STATEMENT OF EXPENDITURES AND ENCUMBRANCES

Expenditures	Year to Date for the Period			Current Fiscal Year		
	July 1 - August 31 2003-2004	July 1 - August 31 2004-2005	Percentage of Change	Unencumbered Balance	Revised Appropriations	Percent of Budget Obligated
General Government	\$ 2,190,216	1,977,053	-9.73 %	\$ 9,681,127	\$ 11,658,180	16.96%
Judicial Administration	1,034,233	876,297	-15.27 %	6,042,662	6,918,959	12.67%
Public Safety	11,452,333	10,349,387	-9.63 %	41,927,538	52,276,925	19.80%
Public Works	4,893,733	6,134,660	25.36 %	16,523,624	22,658,284	27.07%
Health and Welfare	5,359,922	4,590,006	-14.36 %	25,495,402	30,085,408	15.26%
Parks, Recreation and Cultural	1,951,166	1,679,796	-13.91 %	6,897,787	8,577,583	19.58%
Community Development	1,207,289	1,144,235	-5.22 %	4,397,886	5,542,121	20.65%
Transfer to Debt Service Fund	5,534,818	5,193,950	-6.16 %	9,689,341	14,883,291	34.90%
Transfer to School Fund	8,148,241	8,648,321	6.14 %	43,241,605	51,889,926	16.67%
Transfer to School Capital Projects Fund	1,025,630	-	-100.00	-	-	#DIV/0!
Nondepartmental	831,099	1,137,793	36.90 %	7,948,952	9,086,745	12.52%
Total	\$ 43,628,680	41,731,498	-4.35 %	\$ 171,845,924	\$ 213,577,422	19.54%

**CITY OF ROANOKE, VIRGINIA
CIVIC FACILITIES FUND
COMPARATIVE INCOME STATEMENT
FOR THE TWO MONTHS ENDING AUGUST 31, 2004**

	<u>FY 2005</u>	<u>FY 2004</u>
Operating Revenues		
Rentals	\$ 73,735	\$ (113,866)
Event Expenses	16,905	(36,813)
Display Advertising	10,334	2,500
Admissions Tax	66,619	(94,036)
Electrical Fees	990	(60)
Novelty Fees	25,976	-
Facility Surcharge	31,449	(132,355)
Charge Card Fees	19,228	8,178
Commissions	15,804	129
Catering/Concessions	121,598	(56,865)
Other	3,442	(13,309)
Total Operating Revenues	<u>386,080</u>	<u>(436,497)</u>
Operating Expenses		
Personal Services	285,288	331,575
Operating Expenses	251,884	3,037
Depreciation	79,775	87,938
Total Operating Expenses	<u>616,947</u>	<u>422,550</u>
Operating Loss	<u>(230,867)</u>	<u>(859,047)</u>
Nonoperating Revenues		
Interest on Investments	4,139	4,612
Miscellaneous	1,086	349
Transfer from General Fund	42,324	35,000
Total Nonoperating Revenues	<u>47,549</u>	<u>39,961</u>
Net Loss	<u><u>\$ (183,318)</u></u>	<u><u>\$ (819,086)</u></u>

Note: Some FY04 balances are negative due to the reversal of prior year accruals where collections of revenues or payments of expenses related to the accrued amounts had not yet occurred. In FY05, event close-out is occurring in a more timely manner, resulting in positive account balances.

**CITY OF ROANOKE, VIRGINIA
PARKING FUND
COMPARATIVE INCOME STATEMENT
FOR THE TWO MONTHS ENDING AUGUST 31, 2004**

	<u>FY 2005</u>	<u>FY 2004</u>
Operating Revenues		
Century Station Garage	\$ 72,047	\$ 66,955
Williamson Road Garage	87,594	81,388
Gainsboro Surface	8,317	6,934
Norfolk Ave Surface	12,655	10,404
Market Square Garage	40,322	40,805
Church Ave Garage	100,509	83,418
Tower Garage	77,039	69,693
Williamson Road Surface Lot	15,646	12,141
Gainsboro Garage	16,627	8,921
Other Surface Lots	<u>27,833</u>	<u>21,238</u>
Total Operating Revenues	<u>458,589</u>	<u>401,897</u>
Operating Expenses		
Operating Expenses	119,428	155,611
Depreciation	<u>101,775</u>	<u>90,608</u>
Total Operating Expenses	<u>221,203</u>	<u>246,219</u>
Operating Income	<u>237,386</u>	<u>155,678</u>
Nonoperating Revenues (Expenses)		
Interest on Investments	4,598	-
Interest and Fiscal Charges	<u>(53,742)</u>	<u>(75,358)</u>
Net Nonoperating Expenses	<u>(49,144)</u>	<u>(75,358)</u>
Net Income	<u><u>\$ 188,242</u></u>	<u><u>\$ 80,320</u></u>

**CITY OF ROANOKE, VIRGINIA
CITY TREASURER'S OFFICE
GENERAL STATEMENT OF ACCOUNTABILITY
FOR THE MONTH ENDED AUGUST 31, 2004**

TO THE DIRECTOR OF FINANCE:

GENERAL STATEMENT OF ACCOUNTABILITY OF THE CITY TREASURER OF THE CITY OF ROANOKE, VIRGINIA FOR THE FUNDS OF SAID CITY FOR THE MONTH ENDED AUGUST 31, 2004.

FUND	BALANCE AT JUL 31, 2004	RECEIPTS	DISBURSEMENTS	BALANCE AT AUG 31, 2004	BALANCE AT AUG 31, 2003
GENERAL	\$3,248,262.12	\$9,748,768.03	\$21,317,732.07	(\$8,320,701.92)	(\$6,437,179.48)
WATER	1,246,382.97	233,038.91	1,331.31	1,478,090.57	3,080,956.59
WATER POLLUTION CONTROL	(161,028.70)	0.00	299,826.45	(460,855.15)	8,497,619.22
CIVIC FACILITIES	1,655,403.99	335,659.90	515,973.37	1,475,090.52	1,778,482.10
PARKING	1,061,462.25	228,908.37	429,551.92	860,818.70	(2,573,205.84)
CAPITAL PROJECTS	50,857,006.05	28,464.70	552,141.43	50,333,329.32	52,132,487.14
MARKET BUILDING OPERATIONS	87,790.48	17,096.05	25,647.44	79,239.09	299,519.85
CONFERENCE CENTER	3,769,452.30	52,892.96	7,507.47	3,814,837.79	3,925,413.32
DEBT SERVICE	6,870,767.83	8,190,708.12	0.00	15,061,475.95	14,761,400.38
DEPT OF TECHNOLOGY	4,451,828.24	247,001.33	851,205.16	3,847,624.41	3,850,434.49
FLEET MANAGEMENT	(293,299.22)	14,275.64	245,657.78	(524,681.36)	1,289,754.23
PAYROLL	(9,254,472.22)	10,919,157.37	10,653,362.19	(8,988,677.04)	(9,824,093.20)
RISK MANAGEMENT	12,267,115.86	651,479.48	1,159,302.95	11,759,292.39	11,856,220.65
PENSION	856,300.45	712,779.38	1,697,038.48	(127,958.65)	1,094,433.80
SCHOOL FUND	4,271,575.13	4,984,259.08	5,012,963.88	4,242,870.33	10,974,979.14
SCHOOL CAPITAL PROJECTS	4,370,749.29	0.00	1,999,333.48	2,371,415.81	7,605,138.16
SCHOOL FOOD SERVICE	186,528.02	47,788.88	149,502.24	84,814.66	344,274.09
FDETC	558.94	0.00	429.94	129.00	(4,019.63)
GRANT	787,690.01	130,733.18	878,970.94	39,452.25	785,233.81
TOTAL	\$86,280,073.79	\$36,543,011.38	\$45,797,478.50	\$77,025,606.67	\$103,437,848.82

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE STATEMENT OF MY ACCOUNTABILITY TO THE CITY OF ROANOKE, VIRGINIA, FOR THE FUNDS OF THE VARIOUS ACCOUNTS THEREOF FOR THE MONTH ENDED AUGUST 31, 2004.
THAT SAID FOREGOING:

CASH

CASH IN HAND	\$15,100.01
CASH IN BANK	1,360,699.69

INVESTMENTS ACQUIRED FROM COMPETITIVE PROPOSALS:

COMMERCIAL HIGH PERFORMANCE MONEY MARKET	7,000,000.00
COMMERCIAL PAPER	1,490,033.33
LOCAL GOVERNMENT INVESTMENT POOL	15,590,329.34
MONEY MANAGEMENT ACCOUNT	10,509,700.23
U. S. AGENCIES	15,483,038.89
VIRGINIA AIM PROGRAM (U. S. SECURITIES)	25,576,705.18
TOTAL	\$77,025,606.67

SEPTEMBER 22, 2004


EVELYN W. POWERS, TREASURER

**CITY OF ROANOKE PENSION PLAN
STATEMENT OF CHANGES IN PLAN NET ASSETS
FOR THE TWO MONTHS ENDED AUGUST 31, 2004**

	<u>FY 2005</u>	<u>FY 2004</u>
<u>Additions:</u>		
Employer Contributions	\$ 828,612	\$ 523,067
Investment Income		
Net Appreciation (Depreciation) in Fair Value of Investments	(5,042,878)	4,816,601
Interest and Dividend Income	124,426	24,097
Total Investment Income (Loss)	(4,918,452)	4,840,698
Less Investment Expense	(49,364)	(74,590)
Net Investment Income (Loss)	(4,869,088)	4,915,288
Total Additions (Deductions)	<u>\$ (4,040,476)</u>	<u>\$ 5,438,355</u>
 <u>Deductions</u>		
Benefits Paid to Participants	\$ 3,332,215	\$ 2,948,410
Administrative Expenses	10,358	(9,521)
Total Deductions	<u>3,342,573</u>	<u>2,938,889</u>
Net Increase (Decrease)	(7,383,049)	2,499,466
 Net Assets Held in Trust for Pension Benefits:		
Fund Balance July 1	306,925,352	283,983,057
Fund Balance August 31	<u><u>\$299,542,303</u></u>	<u><u>\$286,482,523</u></u>

Note: Negative amounts reflect the reversal of accrual accounting entries made for fiscal year-end financial reporting purposes.

**CITY OF ROANOKE PENSION PLAN
BALANCE SHEET
AUGUST 31, 2004**

	<u>FY 2005</u>	<u>FY 2004</u>
<u>Assets</u>		
Cash	\$ 622,041	\$ 1,094,429
Investments, at Fair Value	300,626,244	286,858,545
Due from Other Funds	1,593	1,590
Other Assets	<u>6,531</u>	<u>6,150</u>
Total Assets	<u>\$ 301,256,409</u>	<u>\$ 287,960,714</u>
 <u>Liabilities and Fund Balance</u>		
Liabilities:		
Due to Other Funds	\$ 1,668,881	\$ 1,478,093
Accounts Payable	<u>45,225</u>	<u>98</u>
Total Liabilities	<u>1,714,106</u>	<u>1,478,191</u>
Fund Balance:		
Fund Balance, July 1	306,925,352	283,983,057
Net Gain (Loss) - Year to Date	<u>(7,383,049)</u>	<u>2,499,466</u>
Total Fund Balance	<u>299,542,303</u>	<u>286,482,523</u>
Total Liabilities and Fund Balance	<u>\$ 301,256,409</u>	<u>\$ 287,960,714</u>

WOODS ROGERS ^P_L_C
ATTORNEYS AT LAW

GEORGE J. A. CLEMO

September 29, 2004

City Council
City of Roanoke, Virginia
Roanoke, Virginia

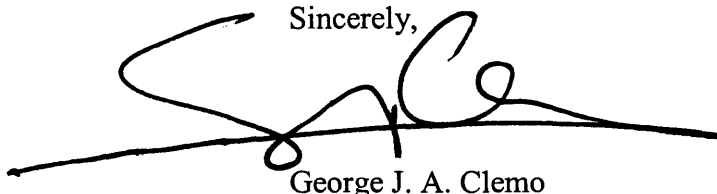
Re: Resolution Authorizing the Issuance of Not to Exceed \$1,300,000 General
Obligation School Bonds of the City of Roanoke, Virginia, Series 2004-A

Gentlemen:

Our firm serves as bond counsel to the City in connection with certain school bond financings. On August 16, 2004, Council adopted a resolution (No. 36816-081604) authorizing the filing of an application to the Virginia Public School Authority (VPSA) for bond financing of \$1,300,000 for capital improvements at Lincoln Terrace Elementary School and authorizing publication of a notice for the public hearing required under the Public Finance Act before the bonds can be issued. The VPSA application was filed on August 25, 2004. A public hearing on the proposed bond issue was held before Council on September 7, 2004.

I attach a final bond resolution for your consideration. The resolution approves the details of the bond and related documents and authorizes and directs the Mayor or the Vice Mayor and the Clerk or any Deputy Clerk of the City to execute and deliver the bond to the Virginia Public School Authority.

Sincerely,

A handwritten signature in black ink, appearing to be 'G. J. Clemo', written over a horizontal line.

George J. A. Clemo

cc: William Hackworth, City Attorney
Richard L. Kelley, Assistant Superintendent, Roanoke City Schools

[Subsidy]

Resolution No.

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED
\$1,300,000 GENERAL OBLIGATION SCHOOL BONDS
OF THE CITY OF ROANOKE, VIRGINIA, SERIES 2004-A,
TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY
AND PROVIDING FOR THE FORM AND DETAILS THEREOF.**

WHEREAS, on June 25, 2003, the Commonwealth of Virginia Board of Education (the "Board of Education") placed the application (the "Application") of the School Board of the City of Roanoke, Virginia (the "School Board"), for a loan of \$1,300,000 (the "Literary Fund Loan") from the Literary Fund, a permanent trust fund established by the Constitution of Virginia (the "Literary Fund"), for the construction, renovation and expansion of school buildings (the "Project") in the City of Roanoke, Virginia (the "City"), on the First Priority Waiting List;

WHEREAS, the Board of Education was to have approved the release of Literary Fund moneys to the School Board and make a commitment to loan such moneys to the School Board (the "Commitment") within one (1) year of placement of the Application on the First Priority Waiting List upon receipt of the Literary Fund of an unencumbered sum available at least equal to the amount of the Application and the approval, by the Board of Education, of the Application as having met all conditions for a loan from the Literary Fund;

WHEREAS, the Board of Education was thereafter to have given advances on the amount of the Commitment for the Literary Fund Loan to the School Board, as construction or renovation of the Project progressed, in exchange for temporary notes from the School Board to the Literary Fund (the "Temporary Notes") for the amounts so advanced;

WHEREAS, after the completion of the Project and the advance of the total amount of the Commitment, the Temporary Notes were to have been consolidated into a permanent loan note of the School Board to the Literary Fund (the "Literary Fund Obligation") which was to evidence the obligation of the School Board to repay the Literary Fund Loan;

WHEREAS, the Literary Fund Obligation was to have borne interest at three percent (3%) per annum and mature in annual installments for a period of twenty (20) years;

WHEREAS, in connection with the 2004 Interest Rate Subsidy Program (the "Program"), the Virginia Public School Authority (the "VPSA") has offered to purchase general obligation school bonds of the City, and the Board of Education has offered to pay, to the City, a lump sum cash payment (the "Lump Sum Cash Payment") equal to the sum of (i) net present value difference, determined on the date on which the VPSA sells its bonds, between the weighted average interest rate that the general obligation school bonds of the City will bear upon sale to the VPSA and the interest rate that the Literary Fund Obligation would have borne plus (ii) an allowance for the costs of issuing such bonds of the City (the "Issuance Expense Allowance");

WHEREAS, the City Council (the "Council") of the City of Roanoke, Virginia (the "City"), has determined that it is necessary and expedient to borrow not to exceed \$1,300,000 and to issue its general obligation school bonds for the purpose of financing certain capital projects for school purposes; and

WHEREAS, the City held a public hearing, duly noticed, on September 7, 2004, on the issuance of the Bonds (as defined below) in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (the "Virginia Code"); and

WHEREAS, the School Board has, by resolution, requested the Council to authorize the issuance of the Bonds (as hereinafter defined) and, consented to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

1. **Authorization of Bonds and Use of Proceeds.** The Council hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bonds in an aggregate principal amount not to exceed \$1,300,000 (the "Bonds") for the purpose of financing certain capital projects for school purposes described in Exhibit B. The Council hereby authorizes the issuance and sale of the Bonds in the form and upon the terms established pursuant to this Resolution.

2. **Sale of the Bonds.** It is determined to be in the best interest of the City to accept the offer of the Virginia Public School Authority (the "VPSA") to purchase from the City, and to sell to the VPSA, the Bonds at a price, determined by the VPSA to be fair and accepted by the Mayor and the City Manager. The Mayor, the City Manager, and such officer or officers of the City as either may designate are hereby authorized and directed to enter into a Bond Sale Agreement dated as of September 29, 2004 with the VPSA providing for the sale of the Bonds to the VPSA in substantially the form submitted to the Council at this meeting, which form is hereby approved (the "Bond Sale Agreement").

3. **Details of the Bonds.** The Bonds shall be issuable in fully registered form; shall be dated the date of issuance and delivery of the Bonds; shall be designated "General Obligation School Bonds, Series 2004-A"; shall bear interest from the date of delivery thereof payable semi-annually on each January 15 and July 15 beginning July 15, 2005 (each an "Interest Payment Date"), at the rates established in accordance with Section 4 of this Resolution; and shall mature on July 15 in the years (each a "Principal Payment Date") and in the amounts set forth on Schedule I to Exhibit A attached hereto (the "Principal Installments"), subject to the provisions of Section 4 of this Resolution.

4. **Interest Rates and Principal Installments.** The City Manager is hereby authorized and directed to accept the interest rates on the Bonds established by the VPSA, provided that each interest rate shall be ten one-hundredths of one percent (0.10%) over the interest rate to be paid by the VPSA for the corresponding principal payment date of the bonds to be issued by the VPSA (the "VPSA Bonds"), a portion of the proceeds of which will be used to purchase the Bonds, and

provided further, that the true interest cost of the Bonds does not exceed five and sixty one-hundredths percent (5.60 %) per annum. The Interest Payment Dates and the Principal Installments are subject to change at the request of the VPSA. The City Manager is hereby authorized and directed to accept changes in the Interest Payment Dates and the Principal Installments at the request of the VPSA, provided that the aggregate principal amount of the Bonds shall not exceed the amount authorized by this Resolution. The execution and delivery of the Bonds as described in Section 8 hereof shall conclusively evidence such interest rates established by the VPSA and Interest Payment Dates and the Principal Installments requested by the VPSA as having been so accepted as authorized by this Resolution.

5. **Form of the Bonds.** The Bonds shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. **Payment; Paying Agent and Bond Registrar.** The following provisions shall apply to the Bonds:

(a) For as long as the VPSA is the registered owner of the Bonds, all payments of principal, premium, if any, and interest on the Bonds shall be made in immediately available funds to the VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date or Principal Payment Date, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next preceding such Interest Payment Date or Principal Payment Date.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Bonds.

(c) SunTrust Bank, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Bonds.

7. **No Redemption or Prepayment.** The Principal Installments of the Bonds shall not be subject to redemption or prepayment. Furthermore, the Council covenants, on behalf of the City, not to refund or refinance the Bonds without first obtaining the written consent of the VPSA or the registered owner of the Bonds.

8. **Execution of the Bonds.** The Mayor or Vice Mayor and the Clerk or any Deputy Clerk of the City are authorized and directed to execute and deliver the Bonds and to affix the seal of the City thereto.

9. **Pledge of Full Faith and Credit.** For the prompt payment of the principal of and premium, if any, and the interest on the Bonds as the same shall become due, the full faith and credit of the City are hereby irrevocably pledged, and in each year while any of the Bonds shall be outstanding there shall be levied and collected in accordance with law an annual *ad valorem* tax upon all taxable property in the City subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Bonds as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the City to the extent other funds

of the City are not lawfully available and appropriated for such purpose.

10. **Use of Proceeds Certificate and Certificate as to Arbitrage.** The Mayor of the City, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Certificate as to Arbitrage and a Use of Proceeds Certificate each setting forth the expected use and investment of the proceeds of the Bonds and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the Bonds and on the VPSA Bonds except as provided below. The City covenants on behalf of the City that (i) the proceeds from the issuance and sale of the Bonds will be invested and expended as set forth in such Certificate as to Arbitrage and such Use of Proceeds Certificate and that the City shall comply with the other covenants and representations contained therein and (ii) the City shall comply with the provisions of the Code so that interest on the Bonds and on the VPSA Bonds will remain excludable from gross income for Federal income tax purposes.

11. **State Non-Arbitrage Program; Proceeds Agreement.** The City hereby determines that it is in the best interests of the City to authorize and direct the City Treasurer to participate in the State Non-Arbitrage Program in connection with the Bonds. The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Bonds by and among the City, the other participants in the sale of the VPSA Bonds, the VPSA, the investment manager and the depository, substantially in the form submitted to the Council at this meeting, which form is hereby approved.

12. **Continuing Disclosure Agreement.** The Mayor, the City Manager and such officer or officers of the City as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix E to the Bond Sale Agreement, setting forth the reports and notices to be filed by the City and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12 and directed to make all filings required by Section 3 of the Bond Sale Agreement should the City be determined by the VPSA to be a MOP (as defined in the Continuing Disclosure Agreement).

13. **Filing of Resolution.** The appropriate officers or agents of the City are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of the City.

14. **Further Actions.** The Mayor and members of the Council and all officers, employees and agents of the City are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bonds and any such action previously taken is hereby ratified and confirmed.

15. **Effective Date.** This Resolution shall take effect immediately.

* * *

The undersigned Clerk of the City of Roanoke, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the City Council held on October 7, 2004, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present.

	Present	Absent	Aye	Nay	Abstain
C. Nelson Harris, Mayor	_____	_____	_____	_____	_____
Beverly T. Fitzpatrick, Jr., Vice Mayor	_____	_____	_____	_____	_____
M. Rupert Cutler	_____	_____	_____	_____	_____
Alfred T. Dowe, Jr.	_____	_____	_____	_____	_____
Sherman P. Lea	_____	_____	_____	_____	_____
Brenda L. McDaniel	_____	_____	_____	_____	_____
Brian J. Wishneff	_____	_____	_____	_____	_____

WITNESS MY HAND and the seal of the City of Roanoke, Virginia, this ____ day of October, 2004.

Clerk, City of Roanoke, Virginia

[SEAL]

[Subsidy]

EXHIBIT A

(FORM OF TEMPORARY BOND)

NO. TS-1

\$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
CITY OF ROANOKE

General Obligation School Bond

Series 2004-A

The **CITY OF ROANOKE, VIRGINIA** (the "City"), for value received, hereby acknowledges itself indebted and promises to pay to the **VIRGINIA PUBLIC SCHOOL AUTHORITY** the principal amount of _____ DOLLARS (\$ _____), in annual installments in the amounts set forth on Schedule I attached hereto payable on July 15, 2005 and annually on July 15 thereafter to and including July 15, 2024 (each a "Principal Payment Date"), together with interest from the date of this Bond on the unpaid installments, payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2005 (each an "Interest Payment Date"; together with any Principal Payment Date, a "Payment Date"), at the rates per annum set forth on Schedule I attached hereto. Both principal of and interest on this Bond are payable in lawful money of the United States of America.

For as long as the Virginia Public School Authority is the registered owner of this Bond, SunTrust Bank, as bond registrar (the "Bond Registrar"), shall make all payments of principal, premium, if any, and interest on this Bond, without the presentation or surrender hereof, to the

Virginia Public School Authority, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of principal, premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next preceding the scheduled Payment Date or date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the City shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

The full faith and credit of the City are irrevocably pledged for the payment of the principal of and the premium, if any, and interest on this Bond. The resolution adopted by the City Council authorizing the issuance of the Bonds provides, and Section 15.2-2624, Code of Virginia 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the City subject to local taxation sufficient to provide for the payment of the principal, premium, if any, and interest on this Bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the City to the extent other funds of the City are not lawfully available and appropriated for such purpose.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia 1950, as amended, and resolutions duly adopted by the City Council of the City and the School Board of the City to provide funds for capital projects for

school purposes.

This Bond may be exchanged without cost, on twenty (20) days written notice from the Virginia Public School Authority, at the office of the Bond Registrar on one or more occasions for two or more temporary bonds or definitive bonds in fully registered form in denominations of \$5,000 and whole multiples thereof, and; in any case, having an equal aggregate principal amount having maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of the Virginia Public School Authority on the books of the City kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive Bonds as hereinabove provided, such definitive Bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond are not subject to redemption or prepayment.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the City Council of the City of Roanoke has caused this Bond to be issued in the name of the City of Roanoke, Virginia, to be signed by its Mayor or Vice-Mayor, its seal to be affixed hereto and attested by the signature of its Clerk or any of its Deputy Clerks, and this Bond to be dated _____, 2004.

**CITY OF ROANOKE,
VIRGINIA**

(SEAL)

ATTEST:

Clerk, City of Roanoke, Virginia

Mayor, City of Roanoke, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE: _____

the within Bond and irrevocably constitutes and appoints

_____ attorney to exchange said Bond for
definitive bonds in lieu of which this Bond is issued and to register the transfer of such definitive
bonds on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Registered Owner
Signature Guaranteed: _____

(NOTICE: The signature above
must correspond with the name
of the Registered Owner as it
appears on the front of this
Bond in every particular,
without alteration or change.)

(NOTICE: Signature(s) must be
guaranteed by an "eligible guarantor
institution" meeting the requirements
of the Bond Registrar which
requirements will include Membership or
participation in STAMP or such other "signature
guarantee program" as may be determined by
the Bond Registrar in addition to, or in substitution for,
STAMP, all in accordance with the Securities Exchange
Act of 1934, as amended.

SCHEDULE I

Principal	Rate	Interest	Total
59,092.00	2.100%	30,208.01	\$89,300.01
-	0.000%	21,573.18	21,573.18
58,543.00	2.100%	21,573.18	80,116.18
-	0.000%	20,958.48	20,958.48
57,962.00	2.600%	20,958.48	78,920.48
-	0.000%	20,204.97	20,204.97
57,513.00	2.600%	20,204.97	77,717.97
-	0.000%	19,457.30	19,457.30
57,124.00	2.850%	19,457.30	76,581.30
-	0.000%	18,643.29	18,643.29
56,870.00	3.100%	18,643.29	75,513.29
-	0.000%	17,761.80	17,761.80
56,969.00	4.100%	17,761.80	74,730.80
-	0.000%	16,593.94	16,593.94
57,363.00	4.100%	16,593.94	73,956.94
-	0.000%	15,418.00	15,418.00
57,773.00	4.100%	15,418.00	73,191.00
-	0.000%	14,233.65	14,233.65
58,201.00	4.100%	14,233.65	72,434.65
-	0.000%	13,040.53	13,040.53
58,571.00	3.850%	13,040.53	71,611.53
-	0.000%	11,913.04	11,913.04
58,912.00	3.950%	11,913.04	70,825.04
-	0.000%	10,749.53	10,749.53
59,342.00	4.100%	10,749.53	70,091.53
-	0.000%	9,533.02	9,533.02
59,836.00	4.100%	9,533.02	69,369.02
-	0.000%	8,306.38	8,306.38
60,396.00	4.250%	8,306.38	68,702.38
-	0.000%	7,022.97	7,022.97
61,041.00	4.300%	7,022.97	68,063.97
-	0.000%	5,710.59	5,710.59
61,763.00	4.400%	5,710.59	67,473.59
-	0.000%	4,351.80	4,351.80
62,579.00	4.500%	4,351.80	66,930.80
-	0.000%	2,943.77	2,943.77
63,498.00	4.600%	2,943.77	66,441.77
-	0.000%	1,483.32	1,483.32
64,492.00	4.600%	1,483.32	65,975.32
-	0.000%	0.00	0.00
\$ 1,187,840.00		\$ 510,007.05	\$1,697,847.05

EXHIBIT B

The proceeds of the Bond will be used to finance certain capital improvements to the existing school building at Lincoln Terrace Elementary School, including replacement of the roof, skylights, exterior windows and doors and the heating system. Any Bond proceeds remaining upon completion of the capital improvements to Lincoln Terrace Elementary School will be spent on other capital projects for school purposes.